

**HOME CONSTRUCTION AND AGREEMENT INCLUDING LOT**

Job Number: \_\_\_\_\_

PURCHASER: Janis W Stewart Home Phone: 843-683-0078 Work Phone: 843-815-9184

Co-Purchaser: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Mailing Address: 3 Egret St Hilton Head Island, SC 29928BUILDER: Florida State Builders  
646 First Avenue South  
St. Petersburg, Florida 33701

SALES OFFICE PHONE: \_\_\_\_\_ Sales Agent: \_\_\_\_\_

PROPERTY: LOT: 113 Block: 4 Addition: 1 Parcel ID \_\_\_\_\_STREET NAME: Transon Lane PLATTED SUBDIVISION: \_\_\_\_\_

ACCORDING TO SUBDIVISION PLAT RECORDED ON \_\_\_\_\_ PAGE OF THE

PUBLIC RECORD IN Charlotte COUNTY, FLORIDA COMMONLY KNOWN

(ADDRESS)

Model No: \_\_\_\_\_ Garage Power: RH/LH: (circle) Model Name: Palm BeachPURCHASE PRICE \$ 333,000 DOWN PAYMENT: \_\_\_\_\_ LOT PRICE: \$ 77500.00

ADD'L EARNEST MONEY DUE: \_\_\_\_\_ DATE \_\_\_\_\_

ESTIMATED DATE TO COMPLETE: \_\_\_\_\_

**AGREEMENT**

FLORIDA STATE BUILDERS WHICH IS REFERRED TO IN THIS AGREEMENT AS THE BUILDER, AND THE PURCHASER WHOSE NAME (S) AND ADDRESSES APPEAR ABOVE, EACH SIGN THIS AGREEMENT WITH THE UNDERSTANDING THAT THE BUILDER WILL SELL AND PURCHASERS WILL PURCHASE THE REAL PROPERTY AND IMPROVEMENTS (HOUSE, APPURTENANCES AND LOT) WHICH IS IDENTIFIED ABOVE AS THE PROPERTY.

Builder and Purchasers each agree that the terms of the sale will include all of the conditions contained in this Agreement and all of the conditions contained in the addendum (supplementary agreements), attached as part of this agreement.

Each also agrees that there are no terms, conditions, or promises relied on either written or oral that are not contained in this Agreement or Addendum.

1. **PURCHASE PRICE.** The Purchaser agrees to pay the Purchase Price indicated above for the Property or such amended price as determined by an approved Contract Pricing Addendum/Change Order, which shall be paid in the following manner:
  - a. LOAN. Purchasers will obtain a loan in the amount indicated as Mortgage Amount from a mutually agreeable lender.
  - b. DOWN PAYMENT. In addition to the Mortgage Amount, the Purchasers will pay the Cash Down Payment indicated at closing.
  - c. CASH. Purchasers will pay cash as indicated by the All Cash Addendum Contract.
  - d. Progress payments will be made to Builder in 5 installments as determined by the construction lender.
    1. Paid at initial Loan (Construction) closing before Title to the Lot is transferred to the Purchasers
    - 2.
    - 3.
    - 4.
    - 5.
  
2. **MORTGAGE LOAN OR CASH SALE.** If Purchasers obtain a mortgage loan, the Mortgage Addendum applies to this sale. If the Purchasers do not require a loan and pay the Total Purchase Price in cash, the All-Cash Addendum applies, and all references in this Agreement to the Mortgage Finance Addendum shall mean the Cash Sales Addendum.

3. **STATUTORY NOTICE CONCERNING USE OF EARNEST MONEY DEPOSIT.** At the time of signing this Agreement, Purchaser is placing on deposit Earnest Money in the amount indicated above which will be retained by the Builder until closing. The Remaining balance, if any, shall be delivered to Builder no later than the date indicated above. The Earnest Money deposit will be applied against the Purchase Price or Closing Costs at the time of closing. If this transaction does not close, the Earnest Money deposit will be retained by the Builder or delivered to the Purchaser as provided in paragraph 30. Purchaser acknowledges that the deposit is non-refundable, is to be paid to Builder, will not be segregated from Builder's other funds and is available to Builder for use in Builder's operations.

THE BUYER OF ONE FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST BEARING ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER, BY EXECUTION OF THIS CONTRACT BUYER (PURCHASER) WAIVES THIS RIGHT.

For the purposes of the foregoing Statutory Notice, the word "Buyer" means Purchasers under this Agreement.

4. **PREPAID EXPENSES.** Builder agrees to pay any past due real estate taxes on the lot.
5. **CLOSING COSTS.** Buyer agrees to pay the Purchase Price. Builder agrees to pay Closing Costs (including but not limited to, appraisal fees, credit reports, lender inspection fees, doc prep fees, recording fees, and city, county, and state taxes and stamps on the mortgage and deed), loan origination and/or discount points.
6. **REAL ESTATE TAXES.** Taxes for the year closing will be prorated through the date of closing based upon prior year assessment. Purchasers and Builder agree that such a pro-ration is a sufficient estimated of taxes for the year of closing and no further pro-ration will be made.
7. **LOAN APPLICATION AND APPROVAL.** Purchasers and Builder agree that this sale is subject to the Purchaser obtaining a loan in the necessary amount from such lender as shall be mutually agreed between Builder and Purchaser as set forth in the Mortgage Addendum. Purchasers who fail to apply to the lender for the loan within Five (5) working days of signing this agreement shall be in default of this Agreement, subject to the provisions of paragraph 21.
8. **SUBSTANTIAL COMPLETION.** Final inspection by FHA or VA or conventional mortgage lender shall constitute incontestable completion of the improvements constructed by Builder.
9. **CLOSING.** Purchasers agree that they will close this sale at the offices designated by Builder on the date and at the time set by the Builder. Time is of the essence of this Agreement. If purchasers are not ready, willing, or able to close the purchase of this Property on the date set by the Builder following substantial completion and unconditional loan approval for any reason whatsoever, this agreement may be terminated or at the Builders option, extended for a period up to Thirty (30) days upon payment by Purchasers of a Contract Extension Fee in the amount equal to one month's interest based on the total Purchase Price at the prevailing market interest rate. The Contract Extension Fee is non-refundable and will not be applied to the Purchase Price at the closing. If terminated due to the Purchasers' failure to close, the Earnest Money Deposit shall be retained by the Builder as its liquidated damages and neither party shall have any further responsibilities under this Agreement. Except as may be required by FHA or VA, no portion of the Purchase Price may be withheld from Builder or deposited in escrow, on account of incomplete work upon the property at the time of closing. Builder agrees to complete all such work as soon after closing as is reasonable possible.
10. **EFFECTS OF OPTIONS AND UPGRADES ON PRICE INCREASES, LOAN AND COMPLETION DATE.**  
 a. Purchaser acknowledges that the mortgage loan may not increase in direct proportion to the price increase arising from the addition of options or upgrades because the appraised value may not increase by the full amount of the price increase, or because Purchasers loan application may have already been submitted to the Lender for approval at the originally agreed amount and re-submitted at the increased amount will result in additional loan processing expense and/or delays. IF THE AMOUNT OF THE LOAN DOES NOT INCREASE BY THE SAME AMOUNT, OR IN PROPORTION TO, THE PRICE INCREASE CAUSED BY OPTIONS OR UPGRADES, PURCHASERS WILL PAY THE ACTUAL DIFFERENCE BETWEEN THE TOTAL PURCHASE PRICE (INCLUDING ALL OPTIONS AND UPGRADES) AND THE MORTGAGE AMOUNT AS THE CASH DOWN PAYMENT EVEN IF IT EXCEEDS THE AMOUNT OF PERCENTAGE OF THE PRICE SHOWN ON THE FIRST PAGE OF THIS AGREEMENT.  
 b. The addition of options and upgrades may cause delays in construction; therefore, any projected completion date is subject to extension for delays caused by options or upgrades.
11. **LIMITED HOME WARRANTY.** Builder shall provide the Buyer with the warranty covering defects in materials and workmanship for a limited time period. Copies of the Limited Home Warranty are available for the Purchasers' review in the sales office and will be provided to Purchasers upon request at closing.
12. **WAIVER OF IMPLIED WARRANTIES.** PURCHASERS AGREE THAT THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED AND HEREBY WAIVE AND RELINQUISH ANY AND ALL IMPLIED WARRANTIES OF HABITABILITY AND FITNESS AND AGREE TO RELY SOLELY ON BUILDERS LIMITED HOME WARRANTY. PURCHASERS ACKNOWLEDGE AND AGREE THAT THE BUILDER IS RELYING ON THIS WAIVER AND WOULD NOT SELL THE PROPERTY TO PURCHASERS WITHOUT THIS WAIVER.

13. **WARRANTIES SURVIVE CLOSING.** The Limited Home Warranty and manufacturer's limited warranties become effective upon issuance of a Certificate of Occupancy. And the terms of this Agreement referring to the warranties will be effective during the terms of the limited warranties.
14. **DISCLAIMER OF WARRANTY ON NATIVE TREES AND PLANTS.** Builder disclaims, and Purchaser waives, all warranties, express or implied concerning native trees or native shrubs either on the home site or on nearby property. If drainage problems arise after closing, Builder shall have the right to remove any native trees or native shrubs that interfere with drainage and to regrade the property. BUILDER SHALL HAVE NO RESPONSIBILITY FOR THE CONDITION OF NATIVE TREES, NATIVE SHRUBS OR NATIVE GROUND COVER ("PLANTS"). IF PLANTS DIE, SUFFER DAMAGE OR BECOME DISABLED, BUILDER SHALL HAVE NO OBLIGATION TO REMOVE, TREAT, REPAIR OR REPLACE ANY PLANT OR COMPENSATE PURCHASERS FOR LOSS OF ANY PLANT. BUILDER SHALL NOT ADJUST OR LOWER THE TOTAL PURCHASE PRICE BECAUSE OF LOSS OR DAMAGE TO NATIVE PLANTS, INCLUDING TREES.
15. **PERSONAL SAFETY AND PROPERTY SECURITY.** After closing, it will be the obligation of Purchasers to secure the new home against trespass or criminal acts. Builder has no obligation to protect the Purchasers new home from acts of others or from conditions existing within public streets, parks, greenbelts or lands not owned by Builder. BUILDER SHALL NOT BE LIABLE FOR INJURIES OR DAMAGE RESULTING FROM ANY FAILURE OR DEFECT IN ANY BURGLAR ALARM OR SECURITY SYSTEM INSTALLED BY BUILDER. THE ONLY WARRANTIES APPLICABLE TO SECURITY SYSTEMS ARE THOSE ISSUED BY THE MANUFACTURER OR INSTALLER. SECURITY SYSTEMS ARE EXCLUDED FROM BUILDER'S LIMITED HOME WARRANTY.
16. **BUILDER'S RIGHT TO ADAPT SITE CONDITIONS.** The shape of the home site and contours and elevations of the land may require Builder to adapt the foundation, porch, patio, walkway, driveway, and garage of the new home to provide reasonable access and adequate drainage. Builder has the right to grade, excavate or fill, or to remove native trees, shrubs and ground cover during construction process. Any changes in configuration of the new home that have a material effect upon access or appearance will be disclosed to Purchasers.
- 16.1 **ADVERSE CONDITIONS DISCOVERED PRIOR TO COMMENCEMENT OF CONSTRUCTION.** In the event that, after execution of this agreement by all parties hereto, adverse subsurface soil conditions are discovered at site which would or might require additional excavation, fill, or grading work on the site, or which may require changes in the design of the residence. Then in such event, Builder, in Builder's sole and absolute discretion, may elect to change the lot, which is to be conveyed pursuant to this contract and build the same structure on the new lot at no increase in price.
17. **DEED.** Title to the property will be transferred from Builder to Purchasers by a Warranty Deed. There shall be no liens on the property when it is transferred except the Mortgage Lien referred to in this Agreement. However, the title to the property will be subject to all other recorded matters such as (1) covenants, conditions and restrictions, easements, rights-of-way, (2) zoning laws, (if any), regulations and ordinance (if any) of governmental authorities relating to the property, and (3) mineral reservations and interest of record, (of any) and shall contain a recitation of the waivers set therein. Purchasers agree to accept the title to the subject of these conditions.
18. **POSSESSION.** Purchasers may take possession after the issuance of the Certificate of Occupancy.
19. **MODELS AND PLANS.** Before signing this Agreement, Purchasers have viewed a certain model home and/or certain plans, drawings and other renderings depicting examples of the type house they are purchasing. The house, as built, will be substantially similar to the example Purchasers have viewed, but may differ because of variations in some dimensions in the use of materials different from those viewed by the Purchasers. When the house is completed, if not already completed, Purchasers will examine the house. Closing of the sale shall constitute Purchasers' unconditional acceptance of the house as built without regard to the variations of differences between the house and the model home and/or drawings, renderings, or plans viewed as examples by Purchasers.
20. **MATERIALS.** Purchasers agree that the Builder in its sole discretion may replace materials or fixtures used in the model homes and/or depicted on the plans or drawings or renderings of the house with suitable substitutions provided they are similar quality, utility or color acceptable under government and/or industry standards that apply. Other changes may be necessary, required, authorized or approved by the governmental authorities having jurisdiction. Builder is not required to notify Purchasers of the substitutions or replacement materials or fixtures unless it materially affects the quality or value of the house. Purchasers may select certain decorating colors from among color samples to be provided by the Builder. If purchasers fail to select colors within the time frame referenced on the Selection Studio Disclosure from the date hereof, then Builder may select colors itself. All exterior colors will be determined by the Builder as in its judgment achieves a good community appearance. No alterations, changes or additions shall be made in the construction of the dwelling nor shall any extra work or materials be performed or added unless approved by a duly authorized agent of Builder in writing.
21. **USE RESTRICTIONS.** Purchasers acknowledge that the Property is subject to the Declaration of Covenants, Conditions and restrictions of the subdivision. The Declaration imposes certain restrictions of the use of the property (house appurtenances and lot) on the Purchasers. Purchasers have received a brochure containing information on the Declaration and have reviewed a copy of the Declaration.
22. **COMMUNITY ASSOCIATION.** If the subdivision is within the jurisdiction of a Community Association. Purchasers acknowledge that they will be members of the resident's Community Association after the Closing. Purchasers have received information on the Community Association, if any. Purchasers agree to pay the assessments (fees) of the Community Association, if any, and to abide by the rules and regulations of the Community Association and the terms of the Declaration.

23. **VIEWS, PRIVACY AND ADJACENT LAND USE.** Purchasers acknowledge that the new home is in an area undergoing growth and development of residential, commercial, institutional and industrial sites. Native trees, waterways, hills, meadows, and other natural conditions within sight of the new home are subject to change. Builder shall have no liability for degradation or destruction of any view from the new home or any loss of privacy arising from development of nearby land or removal of trees and shrubs. Land near the new home which is not owned by the builder is not within Builder's control. Builder is not liable for any use or condition of nearby land for commercial, industrial, institutional, multifamily, or non-residential, or residential purposes.
24. **DRAINAGE STRUCTURES, LAKES, PONDS, LAND AND CANALS.** Bodies of water are common in residential subdivisions in Florida. According to state and local law or pursuant to the subdivision restrictions, owners of such home sites may be obligated to participate in the expense of maintaining the water quality of such bodies of water. There may also be restrictions boating, swimming, fishing, or other recreational use of such bodies of water and restrictions or prohibitions against construction of docks, piers, bulkheads, removal of water for supplying sprinkler system or other use, or filling, fencing, or otherwise disturbing such bodies of water. Many bodies of water in Florida are inhabited by varieties of fish, snakes, alligators, turtles, frogs, and other animals or insects that are undesirable or potentially dangerous and the owners of the home site adjacent to or including bodies of water are responsible for complying with all environmental fish and game laws applicable to such animals and insects. All bodies of water should be considered hazardous for wading or swimming, and children, non-swimmers, and pets should not be left unsupervised in or near a body of water. **PURCHASERS HEREBY WAIVE ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND OR CHARACTER AGAINST BUILDER FOR DAMAGES, LOSS OR EXPENSE ARISING FROM OR ASSOCIATED WITH THE EXISTENCE OF BODIES OF WATER UPON ADJACENT OR NEAR THE HOME SITE.**
25. **WETLANDS.** Wetlands are defined by criteria established by state, local, and federal agencies and are generally low-lying areas that may be under water part or all of the year and are habitats for wetland species of plants, animals, and insects. Wetlands are common in and around residential subdivisions in Florida. Frequently the legal boundaries of the home sites extend into wetlands. Owners of home site adjacent to or included within wetlands are responsible for controlling erosion on their home sites, including maintenance of grass or other ground cover and for compliance with the regulations and laws concerning wetlands. Owners are not allowed to fill or otherwise disturb the wetlands and no construction, grading, or excavation may be done within the wetlands unless written approval is obtained from the governmental authorities. Wetland in Florida are inhabited by varieties of fish, snakes, alligators, frogs, insects, birds and other animals, trees and plants that may be considered undesirable or potentially dangerous. Owners of home sites are not allowed to interfere with or disturb such species within wetlands. Wetlands should be considered hazardous for recreation use, and any person who disturbs the wetland environment may be liable for civil or criminal penalties. As used with this agreement, the term "Wetlands" includes any areas designated on the plat of the neighborhood as Wetlands, Conservation Areas or Mitigation Areas. **PURCHASERS HEREBY WAIVE ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND OR CHARACTER AGAINST THE BUILDER FOR DAMAGES, LOSS OR EXPENSE ARISING FROM OR ASSOCIATED WITH THE EXISTENCE OF WETLANDS UPON, ADJACENT, OF NEAR THE HOMESITE.**
26. **GOLF COURSES.** If the home is near a golf course, Purchasers understand and agree that the Builder shall have no responsibility whatsoever for damage to the new home or any landscaping or other improvements, or any vehicle, personal property or persons or pet caused by golf balls being hit into the new home or by any other act of persons using the golf course. Purchasers further understand and agree that the purchase of the new home does not include any interest in the golf course or any right to Purchasers to use the golf course.
27. **BUILDER'S DEFAULT.** If Builder fails to comply with this Agreement, Purchasers shall have the right to exercise the following remedies:
- a. If Builder fails to complete construction of the new home and obtain a certificate of occupancy, residential use permit or final inspection showing that the new home is suitable for habitation and fit for the purpose for which it is intended within 2 years from the date of this Agreement, Purchasers shall have the right to elect either (1) to terminate this agreement and recover from the Builder damages equal to the amount of all payments made to the Builder hereunder as Earnest Money Deposits, Options Deposits or otherwise together with all other expenses incurred by Purchasers as a result of Builder's default, including without limitation, reasonable attorney's fees, or instead of terminating this Agreement, (2) to enforce specific performance of this Agreement thereby requiring Builder to complete construction of the new home, and upon each completion as evidenced by the certificate of occupancy, residential use of permit or final inspection showing that the new home is suitable for habitation and for the purpose for which it is intended, to convey the New Home to Purchasers upon full payment of the Total Purchase Price.
  - b. If Builder has agreed to a specific completion date for completion of construction of the New Home which is less than 2 years from the date of this Agreement but fails to complete the New Home and obtain a certificate of occupancy, residential use or final inspection showing that the home is suitable for habitation and fit for the purpose for which it is intended by the agreed completion date set forth in this Agreement, and if Builder's failure to complete the New Home by the completion date (A) not caused by delays attributable to Purchasers or their Lender or (B) not caused by the events that are beyond the Builder's control, such as natural disasters, acts of God, shortages of materials or labor, or delays caused by governmental authorities or developers are affiliated with Builder. Purchasers shall have the right to elect either (1) to terminate this Agreement and receive a complete refund of their Earnest Money deposits and Options Deposits and all other amounts paid to Builder, together with liquidation damages in the amount of \$1,000 but not to recover from Builder any other direct incidental or consequential damages arising from Builder's failure to complete the New Home by the agreed completion date including, without limitation, damages for mental anguish, storage, moving expenses, rent or otherwise, or, instead of terminating this Agreement, (2) to grant Builder an additional period of time to complete the New Home and Obtain a certificate of occupancy, residential use permit, final inspection showing that the New Home is suitable for habitation and fit for the purpose for which it was intended which additional time should not under any circumstances exceed 2 years from the date of this Agreement. As a material consideration for this Agreement, damages in excess of the return of the Purchasers payments made under this Agreement plus \$1,000 liquidated damages and to the right to enforce specific performance except as set forth in Subsection (a) above.
  - c. If Builder completed construction of the New Home and obtains a certificate of occupancy, residential use permit or final inspection showing that the New Home is suitable for habitation and for the purpose for which it was intended by the agreed completion date, or



if no agreed completion date has been established, within 2 years from the date of this Agreement, but Purchasers allege that Builder has defaulted in some other obligation under this Agreement, Purchasers sole and exclusive remedy for any other alleged default, not covered by subsections (a) and (b) above, shall be to terminate this Agreement and receive a complete refund of their Earnest Money Deposits and Option Deposits and all other amounts paid to Builder, together with liquidated damages in the amount of \$100 but not to recover from Builder any other direct, incidental or consequential damages arising from the Builder's alleged default including, but not limitation, damages for mental anguish, storage, moving expenses, rent or otherwise. As a material consideration for this Agreement, Purchasers' waive all other remedies for Builder's alleged defaults (except as set forth in Subsections (a) and (b) above, including the right to recover damages in excess of the return of Purchasers' payments made under this agreement plus \$100 liquidated damages and the right to enforce specific performance as set forth in Subsection (a) above.

d. Enforcement of Purchasers' remedies in the event of default by Builder shall be through arbitration as provided elsewhere in this Agreement.

28. **LIMITATION OF LIABILITY.** Builder shall not be responsible for any expenses, inconveniences, or emotional distress experienced by Purchasers in the event that this Agreement is terminated before closing.
29. **DAMAGE OR DESTRUCTION.** If the New Home is damaged by fire or other casualty before the closing, and Builder repairs damage within 30 days of the event, Purchasers agree to proceed with this transaction and close the purchase upon completion without reduction of the Total Purchase Price. If the New Home is destroyed by fire or other casualty before the closing, either Builder or Purchasers shall have the right to terminate this Agreement by written notice, and Builder shall refund the Earnest Money Deposits and Options Deposits, if any to Purchasers.
30. **PURCHASER'S FAILURE.** In the event that Purchasers breach this Contract before construction commences, Builder may at its option terminate this Contract, in which event Builder shall retain all Earnest Money Deposits as Liquidated Damages. In the event that Purchasers breach this Contract after construction commences, then Builder may at its option terminate this Contract, in which event Builder shall retain all Earnest Money Deposits as Liquidated Damages for the lost business opportunity and lost profits Builder will suffer as a result of termination and Builder shall in addition be entitled to recover all actual costs incurred in the construction operations through the date of termination.
31. **TITLE REVIEW AND INSURANCE.** Purchasers shall have the right to have the condition of the title examined by an attorney or title insurance agency of Purchasers selection, and may object to conditions that render title unremarkable except recorded covenants, conditions, restrictions or easements. Purchasers right to object to any condition of title shall expire two (2) days before the scheduled closing date, and the closing shall not be delayed if Purchasers examination of title has not been completed in two (2) days before the scheduled closing date. Purchasers are not required to purchase an owner's title insurance policy and have the right to (1) elect to purchase an owner's title policy from any title insurance company of Purchasers choice or (2) to elect not to purchase owner's title insurance for the property. It is the Purchasers responsibility to arrange for such title insurance to be insured at or after the closing. Builder is affiliated with the \_\_\_\_\_ (title company). If Purchasers elect to obtain title insurance through \_\_\_\_\_ (title company) and comply with any requirements set forth in this Agreement, Builder may offer to pay a portion of the title insurance premium as an inducement to Purchasers to agree to use \_\_\_\_\_ (title company). If Purchaser's choose to obtain title insurance from any title insurance company except \_\_\_\_\_ (title company) (1) the expense of the title examination and title insurance obtained by Purchasers shall be paid by Purchasers at or prior to closing, (2) Purchasers agree that Builder shall have the right to conduct the closing at Builder's offices of Settlement Agent selected by the Builder, and not the office of Purchasers title insurance company, and (3) Purchasers shall deliver any title insurance policies, homeowners insurance policies, loan documents and funds required for closing to the Builder or the Settlement Agent selected by Builder, at the appointed time and date of closing.
32. **DISPUTES.** Builder prides itself on having many satisfied homeowners. In the unlikely event that a dispute relating to the marketing, sale, design, construction, or conveyance of this home arises between them after closing of the home purchase, including a claim for personal injury or misrepresentation, Purchaser and Builder agree to attempt to resolve the dispute initially through mediation prior to initiating a lawsuit. In the event that mediation is unsuccessful, either party may file a lawsuit, provided however that venue shall lie exclusively in Pinellas County, Florida for State Court actions and in the Middle District of Florida, Tampa Division for Federal Actions. Florida law will apply to the rights and obligations of the parties under this Agreement.
33. **COMPLETION OF AGREEMENT.** Purchasers and Builder agree that this sale shall be completed when the Builder obtains a Certificate of Occupancy and Purchasers pay all monies due to Builder under this Agreement. After that time, neither Purchasers or Builder have any responsibilities under this Agreement except under the Note, Mortgage deed and Limited Warranties as explained in those instruments.
34. **CONSTRUCTION TIME.** Builder agrees to substantially complete the construction of the house within three hundred sixty five (365) days from the date Builder receives confirmation that the Lender that the Purchasers have unconditionally qualified for the purchase money mortgage loan and from the date the Builder obtains the building permit from the local authority, whichever date is later, provided however, that if construction is delayed by acts of God, labor disputes, inability of Builder to obtain materials on acceptable terms, inclement weather, or other causes beyond the reasonable or practical control of Builder, the construction time shall be extended by the number of days equal to such a period of delay.
35. **INSULATION NOTICE.** In order to comply with the Federal Trade Commission's Regulation 16 CFR 460, dealing with labeling and advertising of home insulation, Builder shall disclose to Purchasers in writing prior to closing the type and R-value of insulation installed in the dwelling.
36. **JOB SITE ACCESS.** Purchasers shall not enter the property without the express written consent of Builder. If Purchasers, their dependants, guest, companions, or invitees sustain any personal injury or property damage while on the property, with or without Builder's consent, Purchaser shall indemnify, defend and save harmless the Builder from any claim, loss, damage or expense arising from such personal injury or property damage, and Purchasers, for themselves and their heirs, hereby waive and relinquish any and all subrogation of any rights they might have arising from personal injury or property damage.

37. **NO RECORDATION.** Neither this Agreement nor any memorandum thereof shall be recorded in the public records of the County or State in which the property is located. Any attempt to record this Agreement or memorandum thereof shall be a material breach hereof.
38. **WAIVER OF FUTURE CLAIMS.** PURCHASER HEREBY WAIVE AND RELINQUISH ALL CLAIMS AGAINST BUILDER FOR DAMAGES TO PROPERTY OR PERSONAL INJURY ARISING AFTER THE DATE OF THIS CONTRACT AND RELATING TO ANY OF THE FOLLOWING.
- a. ENVIRONMENTAL OR ECOLOGICAL CONDITIONS OR EVENTS SUCH AS WEATHER CONDITIONS, ATMOSPHERIC CONDITIONS, TERRESTRIAL CONDITIONS, ACTS OF GOD, OR OTHER NATURAL OR MAN-MADE CONDITIONS OR OCCURENCES BEYOND REASONABLE CONTROL OF BUILDER.
  - b. CONSEQUENTIAL DAMAGES OR EXPENSES RESULTING FROM THE TERMINATION OF THIS CONTRACT OR DELAYS IN CLOSING, SUCH AS LODGING, STORAGE, MOVING, MEALS OR TRAVEL EXPENSE.
  - c. ANY CLAIMS FOR REPAIRS OR MODIFICATIONS TO THE PROPERTY EXCEPT AS SPECIFICALLY COVERED BY BUILDER'S LIMITED HOME WARRANTY.
39. **MISCELLANEOUS.**
- a. This agreement may not be assigned without written consent of Builder, which consent shall not be unreasonably withheld. However, refusal of Purchasers to agree to remain primarily liable with any proposed assignee shall constitute good cause for Builder to withhold consent.
  - b. Whenever the context shall so require, the singular shall include the plural, the masculine gender shall include the female and neuter, and vice versa.
  - c. This agreement may not be amended or modified except in written execution by both parties.
  - d. If two or more persons are identified as Purchasers in this Agreement, any one of them shall have the right and authority to bind the other(s) in all matters relating to this Agreement.
  - e. This Agreement is binding upon the Builder when executed by a duly authorized employee of Builder. The authorized employees are the division's president, vice president, controller, and sales manager.
  - f. This Agreement represents the entire agreement between the parties hereto, and supersedes all prior agreements which shall henceforth become null and void. There are no collateral agreements or understandings.
  - g. Construction Compliance will be the licensed General Contractor and the construction management company for this agreement.
  - h. Any changes made after the signing of the contract will result in a change fee of \$500 in addition to any increase in construction costs as a result of the change/changes.
40. Builder will carry Builders Risk Insurance for the Buyer during the construction phase until completion of the home.
41. **THE PROVISIONS IN THE REMAINDER OF THIS CONTRACT ARE PART OF THIS AGREEMENT, ORAL REPRESENTATIONS SHALL NOT BE RELIED UPON.**

I/WE AGREE TO PURCHASE THE PROPERTY AT THE PRICE DESCRIBED ABOVE, ON THE TERMS AND CONDITIONS CONTAINED IN THIS REAL ESTATE SALES CONTRACT AND ADDENDUM IF ANY. I/WE ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND BACK OF EACH INSTRUMENT SHALL APPLY TO THIS TRANSACTION.

<i>Janis Stewart</i>	<i>11-16-05</i>
PURCHASER	DATE
PURCHASER	DATE

ACCEPTED FOR FLORIDA STATE BUILDERS

By: James L. Battison 11-16-05  
Date: \_\_\_\_\_



## CCI HOMES INVESTOR ADDENDUM

CCI Homes will be fully responsible for paying interest on the construction loan during the construction phase only. Upon completion of the home (and upon receipt of Certificate of Occupancy) interest payments on the loan become the responsibility of the Buyer.

### AGREED AND ACCEPTED

Signature James Stewart (Investor) 11-16-05 (Date)  
Signature [Signature] (Investor) \_\_\_\_\_ (Date)  
Signature James B. Battista, Inc. (Seller) 11-16-05 (Date)